

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Dickens & Madson Canada, Inc.
740 Notre Dame Ouest, Suite 1250
Montreal, Quebec CANADA H3C 3X6

2. Registration No.
6200

3. Name of Foreign Principal

Kyrgyz Republic

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See the attached Consultancy Agreement for the fee of \$1,000,000.00 USD, which Registrant has received in full as of the filing date. As a result of receiving payment in full, the Consultancy Agreement is now effective and Registrant will commence work on behalf of the foreign principal in accordance with the terms of the agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Within the United States, Registrant proposes to lobby the executive and/or legislative branches of the government of the United States and its agencies to support the Kyrgyz Republic, including without limitation material assistance in dealing with the COVID-19 pandemic and its economic consequences. Additionally, Registrant proposes to provide media and public relations services on behalf of the Foreign Principal's goals and activities. Registrant also provides lobbying services to the Foreign Principal in other countries.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

As described in Section 8 above, Registrant will attempt to influence United States policy in favor of the Kyrgyz Republic.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
12/21/2020	Ari Ben-Menashe, President & Director	/s/ Ari Ben-Menashe

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Dickens & Madson (Canada), Inc.
740 Notre Dame West, suite 1250
Montreal, Quebec, Canada H3C 3X6

30 OCT. 2020

CONSULTANCY AGREEMENT

You hereby retain us, and we hereby agree, as more fully set forth below, to lobby the executive and/or legislative branches of the governments of the United States, Israel, Saudi Arabia, United Arab Emirates and any other mutually agreed upon country or countries, international organizations and NGOs on your behalf, and also provide other services, all to assist the devising and execution of policies for the beneficial development of your government and country, as more fully described below, and subject to the terms and conditions set forth below.

1. Our lobbying services shall consist of maintaining such contacts with the executive and/or the legislative branches of the aforesaid government and/or governments, international organizations and NGOs as you shall, in consultation with us, deem advisable in order to urge the institution and/or maintenance of legislative and/or executive policies favorable to you, and the elimination or prevention of such policies unfavorable to you. In particular, we shall strive, among other goals, to conduct lobbying, in the United States, in order to obtain for you financial and material assistance in dealing with the COVID-19 pandemic and its economic consequences. We shall also strive to arrange a meeting between the acting President of the Kyrgyz Republic and senior US officials in short order in order to explore the possibilities of further beneficial relations between the two countries. We shall also attempt to develop security relations and economic cooperation between the governments of the United States of America and the Kyrgyz Republic. We shall also strive to obtain for you grants for technological development and security material on an ongoing yearly bases. The nature of this cooperation will

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be discussed between senior officials of the two governments as soon as possible. The United States will also allocate funds for debt repayment for the Kyrgyz Republic. We shall also lobby for investment in the agricultural sector (cotton) with equipment and training as determined by you and the government of the United States. This investment will be made through the private sector. We will lobby the Israeli government to also invest in your agricultural sector and other sectors which include security cooperation.

We shall also strive to arrange a meeting between the acting President of the Kyrgyz Republic and the Prime Minister of Israel. We shall also lobby the Saudi and UAE governments to invest in the highway infrastructure of the Kyrgyz Republic and the development of its mines and oil fields. We shall strive to arrange meetings for the acting President of the Kyrgyz Republic in Riyadh and Abu Dhabi.

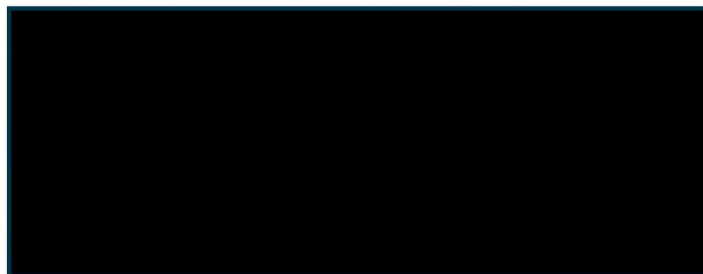
2. The lobbying services noted above shall be conducted by us if and only to the extent they are mutually agreed upon, and only to the extent allowed by law and in particular, but without limitation, only to the extent that all activities conducted by us can be, and are, in compliance with any and all laws and regulations relating to lobbying on behalf of a foreign entity, including registration and disclosure. As you know consultants are not allowed to receive any funds that devolve from government grants that they may procure for their client.

3. The other services cited by us above shall, to the extent mutually agreed upon, include assistance in providing key personnel, training, equipment, technical assistance, and development assistance, as may be appropriate.

4. The fee for this consultancy agreement shall be US\$ 1,000,000.00 payable upon signature of this agreement by wire transfer to the following account:

Account name:
Account address:

Account number:
Bank name:
Bank address:
Bank routing:



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30 Oct. 2020

Bank routing:

Bank SWIFT:

5. Any normal out-of-pocket disbursements shall be our responsibility; and the payment of any unusual out-of-pocket disbursements shall be as mutually agreed upon.

6. We will keep you fully advised on all our efforts on your behalf.

7. We shall develop a series of guidelines within which we shall have the discretion to act on your behalf, subject always to your specific instructions.

8. We shall exert reasonable efforts to secure favorable legislative and/or executive policies, including, without limitation, the specific items noted in paragraphs 1 and 3 above. You are aware, however, that it is not possible in these fields to guarantee any particular results. In order to enable us to serve your interests effectively, considering the foregoing, you agree to cooperate with us fully in furnishing us with necessary information as promptly as possible.

9. The term of this agreement shall be for one year renewable upon mutual agreement.

10. This letter of agreement sets forth our entire understanding.

11. This Consultancy Agreement and any documents relating to it may be executed and transmitted between the signatories by facsimile or email, said facsimile, or email, shall be deemed to be, and utilized in all respects as an original, wet-inked manually executed document.

If the foregoing correctly sets forth your understanding of our agreement, please so indicate by countersigning below. This letter shall then constitute a binding agreement between us.

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Le. [Signature]
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30 OCT. 2020

Dated as of this 30th day of Oct. 2020.

Confirmed and accepted:

Dickens & Madson (Canada), Inc.

By: *Ari Ben-Menashe*
Ari Ben-Menashe, President



Confirmed and accepted:

On behalf of the acting President of The Kyrgyz Republic

By: *K. Karchygaev*
Karchygaev Abdymanap Joldoshevich

